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*Proposed Counsel to the Debtors and
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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	Chapter 11
)	
CIRCUIT CITY STORES, INC.,)	Case No. 08-35653-KRH
<u>et al.</u> ,)	
)	
)	Jointly Administered
Debtors.)	
)	Related Docket Nos. 24, 147

NOTICE OF FILING REVISED PROPOSED ORDER

PLEASE TAKE NOTICE that on November 10, 2008, the above-captioned debtors and debtors-in-possession (the "Debtors") filed a Motion For Entry Of Order Pursuant To Bankruptcy Code Sections 105, 363 And 365 (I) Assuming The Agency Agreement Among The Debtors, Hilco Merchant Resources, LLC And Gordon Brothers Retail Partners, LLC, And (II) Authorizing The Debtors To Continue Agency Agreement Sales Pursuant To Store Closing Agreement (Docket No. 24) (the "Motion").

PLEASE TAKE FURTHER NOTICE that on November 14, 2008, the Court entered an order granting certain aspects of the Motion on an interim basis (Docket No. 147).

PLEASE TAKE FURTHER NOTICE that the Debtors have filed a blackline reflecting revisions to the final order granting the Motion, and a letter agreement to the Amended and Restated Agency Agreement by and among (i) a Joint Venture Composed of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC and Circuit City Stores, Inc. and Circuit City Stores West Coast, Inc., which the Debtors intend to present to the Court for entry at the December 5, 2008 Omnibus Hearing. Copies of the blackline and the letter agreement are attached to the filed version of this Notice. If you received this Notice by a means other than email, you may contact Kurtzman Carson Consultants, LLC (www.kccllc.net/circuitcity or 888-830-4650) to receive electronic copies of these documents.

Dated: December 4, 2008 SKADDEN, ARPS, SLATE, MEAGHER &
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Proposed Counsel to the Debtors
and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - X
In re: : Chapter 11
:
Circuit City Stores, Inc., : Case No. 08-35653-KRH
et al., :
:
Debtors. : Jointly Administered
- - - - - X

~~CORRECTED~~AMENDED ORDER GRANTING MOTION OF DEBTORS FOR
ENTRY OF ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105,
363
AND 365 (I) ASSUMING AGENCY AGREEMENT AMONG DEBTORS,
HILCO MERCHANT RESOURCES, LLC AND GORDON BROTHERS
RETAIL PARTNERS, LLC, AND (II) AUTHORIZING
THE DEBTORS TO CONTINUE AGENCY AGREEMENT SALES
PURSUANT TO STORE CLOSING AGREEMENT

Upon the motion (the "Motion")¹ of the Debtors for an order, pursuant to Bankruptcy Code sections 105(a), 363 and 365, (i) assuming the Store Closing Agreement between the Debtors and Agent, and (ii) authorizing the debtors to continue Store Closing Sales pursuant to the Store Closing Agreement and the Sale Guidelines; and upon the Besanko Declaration; and it appearing that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED that:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue of the Debtors' chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Store Closing Agreement.

3. Due and sufficient notice of the Motion has been given under the particular circumstances and no other or further notice need be given.

4. On November 4, 2008, the Debtors and the Agent entered into the Store Closing Agreement and immediately commenced the Store Closing Sales. A copy of the Store Closing Agreement, as modified by the letter agreement in substantially final form attached thereto, is attached hereto as Exhibit A. To secure their obligations under the Store Closing Agreement, the Debtors granted to Agent valid and perfected security interest in and lien upon all of Debtors Inventory located in the continental United States, all FF&E, and all Proceeds thereof (each of Inventory, FF&E and Proceeds as defined in the Store Closing Agreement).

5. Time is of the essence in assuming the Store Closing Agreement and continuing the Store Closing Sales uninterrupted.

6. The Debtors' decisions to (i) assume the Store Closing Agreement and (ii) continue performance under and payments required by the Store Closing Agreement is a reasonable exercise of the Debtors' sound

business judgment and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest. Therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED and any objections not resolved on the record at the hearing are overruled.

2. Pursuant to Bankruptcy Code section 365, assumption by the Debtors of the Store Closing Agreement attached as Exhibit A is hereby directed, authorized and approved.

3. Pursuant to Bankruptcy Code sections 105 and 363, the Debtors are authorized to continue performance under and make all payments required by the Store Closing Agreement as and when due thereunder without further order of this Court.

4. The Debtors are authorized to continue the Store Closing Sales in the ordinary course of business.

5. The Sale Guidelines attached hereto as Exhibit B are hereby approved, ~~but remain subject to the objection rights set forth in paragraph 17 of this Order.~~ provided, however, that the Agent and Landlords

of the Closing Stores are authorized to enter into
agreements between themselves modifying the Sale
Guidelines without further order of the Court provided
that such agreements do not have a material adverse
effect on the Debtors or their estates and do not result
in a reduction of amounts due to the Debtors under the
Store Closing Agreement; provided, further, that this
Order does not impair the rights of the Agent or any
Landlord under such agreements that were entered into
prior to entry of this amended Order and all such
agreements shall remain in full force and effect.

6. To the extent of any conflict between the Sale Guidelines and the Store Closing Agreement, the Sale Guidelines shall control over the Store Closing Agreement.

7. Except as otherwise provided in the Store Closing Agreement, pursuant to section 363(f) of the Bankruptcy Code, all Merchandise and FF&E sold pursuant to the Store Closing Agreement shall be sold free and clear of any and all interests, including, without limitation, mortgages, security interests, liens, judgments, encumbrances and "claims" as defined in

Bankruptcy Code section 105 (collectively, "Liens"), with such Liens, if any, attaching to the Proceeds.

8. To the extent Agent is conducting the Store Closing Sales in violation of any provision of any of the Debtors' leases, all of the Debtors' landlords are directed to accept this Order as binding authority authorizing the Debtors and the Agent to conduct the Store Closing Sales at the Closing Stores, including, without limitation, conducting and advertising of the Store Closing Sales in accordance with the Store Closing Agreement, the Sale Guidelines and this Order.

9. No approval, license or permits of any governmental authority shall be required to conduct the Store Closing Sales.

10. If any parties or persons, including but not limited to landlords, subtenants, utility companies, governmental agencies, sheriffs, marshals or other public officers, creditors and all those acting for or on their behalf, believe that cause exists to: (a) prohibit Agent from advertising the Store Closing Sales, to the extent same is consistent with the Agency Agreement, (b) in any way interfere with or otherwise

impede the conduct of the Store Closing Sales at the Closing Stores or the use or maintenance of the Debtors' assets of the Debtors located at the Closing Stores, or (c) institute any action or proceeding in any court or other administrative body having as its objective the obtaining of an order or judgment against the Debtors, Agent or a landlord that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales and/or seek to recover damages for breach(es) of covenants or provisions in any lease or sublease based upon any relief authorized herein, this Court shall retain exclusive jurisdiction to resolve such dispute, and such parties or persons shall take no action against the Debtors, Agent, the landlord related the Store Closing Sales until this Court has resolved such dispute. This Court shall hear the request of such persons or parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

11. The Store Closing Sales at the Closing Stores shall be conducted by the Debtors and Agent

notwithstanding any restrictive provision of any lease, sublease or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closing Sales, the rejection of leases, abandonment of assets or "going dark" provisions; provided, however, that nothing in this Order shall impact any objection a landlord may have to assumption, assignment or rejection of their respective lease or to any proposed cure amount or rejection damages claim in association with such assumption, assignment or rejection.

12. Except as may otherwise be specifically set forth in the Sale Guidelines, the Debtors and/or Agent (as the case may be), are authorized and empowered to transfer the Assets among the Closing Stores, notwithstanding anything in applicable non-bankruptcy law to the contrary.

13. No bulk sale or similar law shall prohibit the Debtors or the Agent from taking action contemplated by the Store Closing Agreement.

14. Provided that the Store Closing Sales are conducted in accordance with the terms of this Order,

the Store Closing Agreement, and the Sale Guidelines, the Debtors, their landlords and Agent are presumed to be in compliance with the requirements of any applicable "going out of business," "store closing," similar inventory liquidation sales, bulk sale laws or any other laws that purport to regulate, prohibit, restrict, or in any way limit Agent's use, in conformity with the Sale Guidelines, of (i) signwalkers; (ii) interior store signage and banners; and (ii) exterior banners (each a "GOB Law," and together, the "GOB Laws"). To the extent there is a dispute arising from or relating to the Store Closing Sales, this Order, the Store Closing Agreement, or the Sale Guidelines (each a "Reserved Dispute", which dispute relates to any GOB Law, this Court shall retain exclusive jurisdiction to hear and determine all such Reserved Disputes.

15. Within five (5) business days of entry of this Order, the Debtors shall serve copies of this Order, the Store Closing Agreement and the Sale Guidelines via e-mail, facsimile or regular mail, on: (i) the Attorney General's office for each state where the Store Closing Sale is being held, (ii) the county

consumer protection agency or similar agency for each county where the Store Closing Sale will be held, and (iii) the division of consumer protection for each state where the Store Closing Sale will be held. If, at any time within seven (7) days following service of the entry of this Order, any governmental authority wishes to assert that the Store Closing Sale conducted pursuant to this Order, the Store Closing Agreement and/or the Sale Guidelines is in violation of a GOB Law, it shall send written notice of such Reserved Dispute to counsel for the Debtors and counsel for Agent at the addresses set forth in the Store Closing Agreement so as to ensure delivery thereof within one (1) business day thereafter. If the Debtors, Agent and the governmental authority are unable to resolve the Reserved Dispute within ten (10) days of service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute. In the event such a motion is filed, nothing in this Order shall preclude the Debtors, a landlord, the Agent or the other interested party from asserting (i) that the provisions of any GOB Law are preempted by the Bankruptcy Code or

(ii) that neither the terms of this Order, nor the Debtors or Agent's conduct pursuant to this Order, violates such GOB Law. Filing a motion as set forth in this paragraph shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors' or Agent's ability to conduct or to continue to conduct the Store Closing Sales pursuant to this Order and the Store Closing Agreement, absent further order of this Court.

16. Upon the later of (i) the date on which this Order becomes final and non-appealable and (ii) the date on which payment of any monetary cure amounts due and payable under the Store Closing Agreement in cash or other immediately available funds is made all security interests and liens granted under the Store Closing Agreement shall be deemed released. Agent shall execute all documents and take all other actions as are reasonably required to evidence the release of such security interests and liens.

~~17. All Landlords and any official committee seeking to object to the relief requested in this Motion on the basis of adequate protection or as to approval of~~

~~the Sale Guidelines, must file such objection and service it upon counsel for the Debtors so as to be actually received on or before ten (10) days from entry of this order for landlords or fifteen (15) days from entry of this order for any official committee the "Objection Deadline").~~

~~18. If an objection is not filed and actually received on or before the Objection Deadline, the remaining provisions of this Order shall automatically become final and non-appealable.~~

~~19. In the event that one or more objections are filed, the Hearing on such objections shall be held December 5, 2008 at 10:00 a.m. (ET).~~

17. ~~20.~~ Notwithstanding Bankruptcy Rules 6004 and 6006, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Agent are free to perform under the Store Closing Agreement at any time, subject to the terms thereof.

18. ~~21.~~—The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the interpretation or implementation of this Order.

Dated: Richmond, Virginia
_____, 2008

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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- and -

~~/s/ Douglas M. Foley~~

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Proposed Counsel to the Debtors
and Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

I hereby certify that ~~notice of the Debtors' intent to seek entry of the foregoing proposed order was provided to the parties identified in the Motion and copy of this proposed order was provided to the Office of the United States Trustee for the Eastern District of Virginia prior to submission to this Court~~this Order was either served upon or endorsed by all the necessary parties.

/s/ Douglas M. Foley

EXHIBIT A
(STORE CLOSING AGREEMENT)

The Amended and Restated Agency Agreement by and among a Joint Venture Composed of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC and Circuit City Stores, Inc. and Circuit City Stores West Coast, Inc. (the "Agency Agreement") has been intentionally omitted because there were no changes.

A copy of the new letter agreement to the Agency Agreement is attached hereto.

A Joint Venture Composed of
Hilco Merchant Resources, LLC
and
Gordon Brothers Retail Partners, LLC

December 3, 2008

Circuit City Stores, Inc.
Circuit City Stores West Coast, Inc.
9950 Mayland Drive
Richmond, Virginia 23233

Attention: Reginald D. Hedgebeth,
Senior Vice President and General Counsel

Re: *FF&E Sales at Circuit City Closing Stores*

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Agency Agreement by and among (i) a Joint Venture Composed of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (the “Agent”) and Circuit City Stores, Inc. and Circuit City Stores West Coast, Inc. (collectively, the “Merchant”) dated as of November 4, 2008 (the “Agency Agreement”). Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Agency Agreement.

Merchant wishes to exercise its option under Section 16 of the Agency Agreement to sell certain identified, owned FF&E provided that Agent agrees to modify the commission payable to Agent under the Agreement, and Agent has agreed to modify the terms of the Agreement as requested by Merchant pursuant to the terms hereof.

The FF&E to be sold by Agent is identified on Schedule I attached to this letter and is herein referred to as the “Sellable FF&E”. The Sellable FF&E is only located at the Closing Stores identified on Schedule II attached to this letter. The FF&E which is not available for sale and which Agent has no authority to sell is identified on Schedule III attached to this letter.

Notwithstanding any term or condition of the Agency Agreement to the contrary, Agent’s commission for the sale of the Sellable FF&E shall be equal to a percentage of gross proceeds (net only of Sales Taxes) from the sale of the Sellable FF&E calculated as follows:

Gross Sale Proceeds	Agent’s FF&E Commission
Less than or equal to \$1,199,999	0.0%
Equal to \$1,200,000	5.0%
Greater than \$1,200,000 and less than \$1,999,999	15.00%
Equal to or greater than \$2,000,000	25%

The commission payable to Agent shall be based on the proceeds of sale for each level shown in the grid above (i.e.: not back to the first dollar). For the avoidance of doubt and for illustration purposes, if gross sale proceeds of owned FF&E are \$1,500,000, Agent's commission would be \$105,000 (i.e.: no commission between \$0 and \$1.19 million; plus 5% of \$1.2 million (\$60,000); plus 15% of gross proceeds between \$1.2 and 1.5 million (\$45,000)).

Notwithstanding the terms of the Agency Agreement, Merchant shall be responsible for payment of (a) all expenses actually incurred by Agent in connection with the sale of the Sellable FF&E to the extent set forth in the budget attached to this letter as Schedule IV, plus (b) an incentive fee payable to Agent's field consultants in an amount equal to four percent (4%) of the aggregate gross proceeds (net only of Sales Taxes) from the sale of the Sellable FF&E (the "Field Consultants Incentive Fee"), subject to the following:

- (1) Except with respect to the Field Consultants Incentive Fee, Merchant shall not be obligated to incur more than \$213,263 in total expenses in connection with the sale of the Sellable FF&E and Merchant shall not be obligated to exceed the maximum amount set forth for any line item of the budget;
- (2) Expenses shall be submitted to Agent on a weekly basis, including appropriate back up documentation, as part of the Weekly Reconciliation; and
- (3) Except for Occupancy Expenses and payroll expenses that are included within "Expenses", as such term is used in the Agency Agreement, no expenses incurred by Agent in connection with the sale of the Sellable FF&E shall be treated as an Expense under the Agency Agreement.

All sales of the Sellable FF&E will be subject to the terms of Sections 9.3(a), 9.4 and 9.5 of the Agreement, as if the Sellable FF&E was Merchandise.

For purposes of clarification, the parties agree that the term Proceeds, as used in the Agency Agreement, does not include proceeds from the sale of the Saleable FF&E. Proceeds from the sale of the Saleable FF&E ("FF&E Proceeds") shall mean the aggregate of (a) the total amount (in U.S. dollars) of all sales of Saleable FF&E made under the Agency Agreement, as modified hereby, exclusive of Sales Taxes, and (b) any proceeds of Merchant's insurance for loss or damage to the Saleable FF&E. FF&E Proceeds shall be segregated from Proceeds and deposited on a daily basis into accounts designated by Merchant for receipt of such proceeds (the "Designated FF&E Accounts"). To the extent Agent uses Merchant's credit card facilities for the sale of Sellable FF&E, these credit card proceeds shall also be deposited into the Designated FF&E Accounts. Merchant acknowledges that Agent may accept bank or certified checks (with funds guaranteed for payment) in connection with the sale of the Saleable FF&E and the proceeds from such checks shall also be deposited into the Designated FF&E Accounts. [NOTE- Account information to be confirmed.]

Unless otherwise agreed by Merchant and Agent, Agent agrees to use Merchant's point of sale system to ring all sales of Saleable FF&E. Merchant will provide separate SKU numbers to be used for all sales of Saleable FF&E. Agent acknowledges that use of these SKU numbers is necessary to enable the parties to calculate the commission to be paid to Agent, avoid adversely affecting the proper calculation of Proceeds from the sale of Merchandise and appropriately account for proceeds from the sale of Saleable FF&E.

To the extent the terms of this letter agreement conflict with the terms of the Agency Agreement, the terms of this letter agreement shall control. Please acknowledge your agreement to the foregoing by executing this letter where indicated below.

Very truly yours,

**A Joint Venture Composed of
Hilco Merchant Resources, LLC and
Gordon Brothers Retail Partners, LLC**

By: _____
Name:
Title:

Circuit City Stores, Inc.

By: _____
Name:
Title:

Circuit City Stores West Coast, Inc.

By: _____
Name:
Title:

EXHIBIT B
(SALE GUIDELINES)

EXHIBIT B
CIRCUIT CITY SALE GUIDELINES

Notwithstanding anything in the Agency Agreement² to the contrary, the following procedures shall apply to any store closing sales (each a "Sale" and collectively, "Sales") to be held at the Merchant's Closing Stores:

A. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.

B. Within a shopping center, Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores' premises, unless permitted by the lease or, if distribution is customary in the shopping center in which such Closing Store is located. Otherwise, Agent may solicit customers in the Closing Stores themselves.

C. At the conclusion of the Sales, Agent shall vacate the Closing Stores in broom-clean condition, and shall leave the stores in the same condition as on Sale Commencement Date, ordinary wear and tear excepted, in accordance with Section 6.2 of the Agency Agreement.

D. All display and hanging signs used by the Agent in connection with the Sales shall be professionally lettered and all hanging signs shall be hung in a professional manner. The Merchant and the Agent may advertise the Sale as a "store closing" or similar themed sale; provided however, that the Sale may not be advertised as a "going out of business" or similar themed sale as provided in the Agency Agreement. The Merchant and the Agent shall not use neon or day-glo signs. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used. Nothing contained herein shall be construed to create or impose upon the Agent any additional restrictions not contained in the applicable lease agreement. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at non-enclosed mall Closing Store locations or at mall locations if the Closing Store has a separate entrance from a parking lot; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Closing Store and shall not be wider than the storefront of the Closing Store. In addition, the Merchant and the Agent shall be

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Agreement dated as of November 4, 2008, by and between a Joint Venture Composed of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC, and Circuit City Stores, Inc. (the "Agency Agreement").

permitted to utilize sign walkers, A-frame, interior and exterior banners and similar signage, notwithstanding any state, county or local law or ordinance.

E. Conspicuous signs shall be posted in each of the affected Closing Stores to effect that all sales are “final”.

F. Except with respect to the hanging of exterior banners, the Agent shall not make any alterations to the storefront or exterior walls of any Closing Stores.

G. The Agent shall not make any alterations to interior or exterior Closing Store lighting. No property of the landlord of a Closing Store shall be removed or sold during the Sales.

H. Agent shall keep Closing Store premises and surrounding area clear and orderly consistent with present practices.

I. The Merchant and/or the Agent may sell the FF&E located in the Closing Stores during the Sale; provided that the FF&E is not the property of the applicable landlord. The Merchant or the Agent, as the case may be, may advertise the sale of the FF&E consistent with the guidelines provided in paragraphs B and D hereof. Additionally, the purchasers of any FF&E sold during the sale shall only be permitted to remove the FF&E either through the back shipping areas or through other areas after store business hours.

J. At the conclusion of the Sale at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores' premises as set forth in the applicable leases. The Merchant, the Agent and their agents and representatives shall continue to have exclusive and unfettered access to the Stores.